

MASTER CONTRACT
2007-2008
SOLON EDUCATION ASSOCIATION
and the
SOLON BOARD OF EDUCATION

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PUBLIC EMPLOYMENT
RELATIONS BOARD

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RECOGNITION

ARTICLE I

A. UNIT

The Board hereby recognized the Solon Education Association as the certified exclusive and sole bargaining representative of all personnel as set forth in the PERB certification instrument, Case #256, issued by the PERB on the 23rd day of September, 1975, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basic, employed or to be employed by the Board of Education of the Solon Community School District.

The unit described in the above certification is as follows:

Included: all professional employees of the Solon Community School District, including classroom teachers, guidance counselors, ELP teachers, Chapter 1 teachers, part-time teachers, and special education.

Excluded: superintendent, principals, assistant principals, activities director, day to day substitutes, direct and all other personnel excluded by Section 4 of the Act, including supervisory employees. Supervisory employee means any individual having authority in the interest of the public to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other public employees or the responsibility to direct them, or to adjust their grievance, or effectively to recommend such action if in connection with the foregoing exercises such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

B. DEFINITIONS

1. The term "Board" as used in this agreement, shall mean the Board of Education of the Solon Community School District or its duly authorized representative .
2. The term "Employee" as used in this agreement, shall mean all professional employees represented by this association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this agreement, shall mean the Solon Education Association or its duly authorized representative or agents.
4. The term "School Year" as used in this agreement, shall mean the normal employee work year, as described by the school calendar.

PUBLIC EMPLOYEE RIGHTS

ARTICLE II

Employees shall have the right to:

1. Organize, or form, join, or assist any Employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this Act of any other Law of the state.
4. Refuse to join or participate in the activities of Employee organizations, including the payment of any dues, fees, or assessments, or service of any type.

MANAGEMENT RIGHTS

ARTICLE III

It is recognized by the Association that the Board has and will continue to retain the exclusive rights and responsibilities to operate and manage the school system and its programs, facilities, properties and work activities of its employees. Public employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.

ASSOCIATION RIGHTS

ARTICLE IV

A. USE OF FACILITIES

The Association shall have the right to make reasonable use of Solon Community School buildings, equipment, technology, and facilities at all reasonable hours for meetings of the Solon Education Association. The Association shall pay for the reasonable cost of all materials, supplies, and services incidental to such use. The principal of the building must approve in advance the time and place of all such meetings or uses.

B. COMMUNICATIONS

The Association shall have the right to post meeting notices and Association announcements relating to the Association's official business as agent of the unit of Employees on Association bulletin boards. One bulletin board will be designated for Association use in each building. All such notices shall be imprinted to indicate Association sanction.

C. ACCESS TO MEMBERS

The Association shall have the right to use staff mailboxes and/or e-mail to disseminate official information, and all materials so disseminated must be clearly identified as Association material by the imprinting of the words "Solon Education Association" upon said communication. The Association may request insertion of notices in the teacher's daily bulletin.

GRIEVANCE AND ARBITRATION PROCEDURE

ARTICLE V

A. DEFINITIONS

1. Grievance

A grievance is a claim by an Employee, a group of Employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

2. School Days

School days shall mean those days when teachers are in attendance except during summer vacation when School Days shall mean days the Board's business office is open.

3. Party of Interest

A Party of Interest is the person or persons making the complaint or in cases of Level Three grievance procedure, the Association.

4. Grievant

A grievant is the person or persons or the Association making the complaint.

5. Representative

A representative is any person that the grievant chooses.

B. RIGHTS OF EMPLOYEES TO REPRESENTATION

A Grievant may be represented at all levels of the grievance procedure by him/herself, and/or at his/her option, by a representative. The Association may be present, as an observer at Level Two.

When an Employee is not represented by the Association, the Association shall have the right to be present at Level Three as a Party of Interest.

If a Grievance involves an administrator about the building level or Employees of more than one building, the Grievance shall be commenced at Level Three.

D. PROCEDURE

There shall be no interference with the operation of the school system on account of a Grievance, but the Grievance shall be settled under the provisions of this procedure. Every Employee covered by this Agreement shall have the right to present Grievances in accordance with this procedure. Contract disputes must follow the grievance procedures as defined in the Master Contract.

The failure of the Grievant to act on any Grievance within the prescribed time limits will act as a bar to any further appeal. The failure of the principal, supervisor, superintendent, or other administrator, to give a decision within the specified time limits shall be deemed a denial of the Grievance at that step and shall permit proceeding to the next step. The time limitations may, however, be extended by mutual agreement.

1. LEVEL ONE

The Grievant shall first discuss the Grievance with the principal or immediate supervisor with the objective of resolving the matter informally. A Grievant may be represented by him/herself, and/or at his/her option, by a representative.

2. LEVEL TWO

If the Grievance cannot be resolved informally in Level One, the Grievant shall file with the appropriate principal, a written Grievance, stating the nature of the Grievance, reciting the specific clause or clauses of the Agreement allegedly violated, and shall specify with particularity the remedies sought. This written Grievance must be filed within ten (10) School Days from the date on which the event giving rise to the Grievance first occurred or the date on which first knowledge of the event occurred. The principal or immediate supervisor shall make a decision of the Grievance and communicate it in writing to the Employee within ten (10) days after receipt of the Grievance, provided at the request of the principal or immediate supervisor a meeting shall be held with the Grievant to discuss such Grievance, in which even the principal or immediate supervisor shall have additional time to respond. Such additional time shall not exceed fifteen (15) days from receipt of the Grievance or ten (10) days from the date of the meeting, if held, whichever shall be the lesser. A Grievant may be represented by him/herself, and/or at his/her option, by a representative.

3. LEVEL THREE

The Grievance shall be considered settled in Level Two and not subject to further appeal unless, within five (5) School Days after the answer of a principal or a supervisor is received or is due, the Grievant submits the Grievance in writing to the Superintendent or his designee. Within ten (10) School days after the written Grievance is filed at Level Three, the Grievant and Superintendent or his designee shall meet at a mutually agreeable time to resolve the Grievance. A Grievant may be represented by him/herself, and/or at his/her option, by a

representative. The Superintendent or his designee shall file an answer within ten (10) School Days of the third level Grievance meeting and communicate it in writing to the aggrieved Employee and to his or her principal. The Association shall have the right to be present at this level as Party of Interest.

4. LEVEL FOUR

The Grievance shall be considered settled in Level Three and not subject to further appeal unless, within ten (10) School Days after the answer of the Superintendent or his designee is received, or is due, the Association notifies in writing the Superintendent, that the Grievance is being submitted to arbitration. The arbitration proceeding shall be conducted by an impartial Arbitrator who is to be selected by the two parties within seven (7) School Days after the notice of submission to arbitration is given. If the two parties fail to reach agreement on the selection of the impartial Arbitrator within the seven (7) days, the Iowa Public Relations Board will be requested to provide a panel of seven (7) arbitrators, who live in Iowa or adjoining states. Each of the two parties shall have the option to reject the total list. In this event a second and if necessary, a third list shall be requested from the Iowa Public Employment Relations Board. From the resulting acceptable list each of the two parties shall alternately strike one name at a time from the list until one name shall remain. The first strike shall be determined by lot. The remaining candidate shall be the Arbitrator who is empowered to render the decision and it shall be binding on both parties.

A Grievant may be represented by him/herself, and/or at his/her option, by a representative.

Each individual Grievance shall be heard and arbitrated by a separate Arbitrator unless the parties agree in writing to combine more than one Grievance to be arbitrated. The expenses and salary incident to the Arbitrator's services shall be shared equally by the Association and the Board. However, each party shall be responsible for the expenses and salary of its own witnesses, representative, and attorneys, as well as any other expenses which it may incur on its own behalf.

The Arbitrator to whom any Grievance shall be submitted in accordance with the revisions of this procedure shall have the jurisdiction and authority only over Grievances involving the interpretation and applications of a specific provision or provisions of this Agreement.

The Arbitrator shall not entertain any issues or arguments not raised by the Grievant in writing in Level Two and Level Three of the procedure, or have any power to alter or change any of the provisions of the Agreement, or to substitute any new provisions for the existing provisions, or to give any decisions inconsistent with the terms and provisions of this Agreement. The Arbitrator shall have no authority to alter salary schedules or salary rates.

The Arbitrator shall expressly confine himself or herself to the precise issue or issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

In any arbitration award, no right of management shall be taken away from the School Board not limited or modified, except only to the extent that the Agreement clearly and unequivocally permits such right to be taken away, limited, or modified.

INSURANCE ARTICLE VI

A. TYPES OF INSURANCE COVERAGE

1. Health

Insurance coverage eligibility will be the first day of the month following initial employment. The teacher's first payroll check will include deductions for the first two months of the teacher's portion of the health insurance.

Full time employees shall be allotted \$525 per month to use for dental insurance and/or TSA, \$525 per month for single health insurance, dental and/or TSA or \$565 per month for family health insurance and/or dental. Employees may designate payroll deduction for the balance of the necessary premium. Allocated insurance money which is unspent may be used toward a tax sheltered annuity.

To be eligible for part-time benefits, the Employee must have a Board approved contract for a minimum of twenty (20) hours per week but less than thirty (30) hours. This would entitle the part-time Employee to one half (1/2) of the benefits of the full-time Employee. Employees with thirty (30) hours or more per week shall be classified as full-time. Employees with less than twenty (20) hours shall not be eligible for these benefits.

The Board agrees that the coverage provided shall not be less than the coverage provided in the group Health Policy in effect on the date of the signing of this contract unless agreed upon by a joint SEA/SCSD Committee.

2. Disability Insurance

Each eligible full-time and part time Employee as defined in part A-1 Health shall be covered by a long term disability insurance policy paid for by the Board.

It is agreed that the disability insurance coverage shall be not less than the coverage provided in the disability insurance policy in effect on the date of the signing of this contract.

The long term disability waiting period will be 60 days or the end of accumulated sick leave, whichever is less.

3. Life Insurance

Each eligible full time and part-time Employee as defined in part A-1 Health shall be covered by a term life insurance policy paid for by the Board that provides a minimum death benefit of \$40,000.00, double for accidental death.

4. School Liability Insurance

It is agreed that there shall be no lessening of coverage in the school liability insurance policies that were in effect on the date of the signing of this contract.

B. COVERAGE

All insurance benefits and coverage shall be subject to rules, regulations, and insurance policy terms of the insurance company providing such insurance. Coverage periods and date of premium payment necessary for such coverage shall be determined by the insurance carrier.

C. CONTINUATION

In the event that an Employee exhausts sick leave and thereafter is placed on sick leave without pay, the health hospitalization accident major medical insurance and the disability insurance shall continue for three (3) calendar months. Employees on paid leave shall continue to have Board contributions made according to the level described above subject to the insurance policy terms.

Employees on extended leaves of absence other than non-paid sick leave, shall not be afforded insurance protection unless the insurance company permits this coverage and then only if the Employee remits the full premium to the district business office no later than thirty (30) days prior to the date each premium is due. In no event shall this privilege extend beyond the leave of absence.

D. WORKER'S COMPENSATION

In cases where Worker's Compensation is received by an Employee, sick pay, when requested shall be granted only to the extent that the Employee does not receive benefits greater than his/her normal per diem salary.

E. SELECTION OF CARRIERS

If the Board is considering changing carriers of programs already in effect at the signing of this contract, the Association shall be notified three (3) months in advance of the change and the Association shall have the opportunity to approach the Board concerning this change before it becomes effective.

SICK LEAVE ARTICLE VII

A. SICK LEAVE

Sick leave days with pay shall be granted each school year to each regular Employee in accordance with the following schedule:

At the beginning of each full year of employment, every employee, regardless of the number of accumulated sick days, will receive fifteen (15) days

Sick leave means an absence for an Employee's medically related disability. Accumulated employee sick leave days may be used for child(ren) and serious illness of spouse, parent(s), sibling(s) or domestic partner/significant other* requiring hospitalization or constant care. (Information on domestic partner/significant other must be filed in the Central Office at the beginning of the school year for use of sick leave.) Sick leave may also be used for doctor and dental appointments of employee, child(ren), spouse, parent(s), sibling(s), or for domestic partner/significant other. A regular Employee, for the purpose of this paragraph, is defined as an Employee who works each day on a regular basis. The above specified sick leave entitlements shall only apply to consecutive years of employment in the Solon Community School District. Sick leave may be used in no less than ½ day increments.

*Domestic partner/significant other shall be defined as unmarried cohabitating adults in a consensual relationship.

Sick leave entitlements may accumulate from year to year up to a maximum of one hundred (100) days.

Whenever an Employee will be absent from work, he/she shall, irrespective of whether the Employee is entitled to or receives sick leave benefits, notify his/her principal or the person

designated by the principal to receive such notices. If the absence is for consecutive days, the principal or designee shall be kept advised of any changes in that probable date of return. The principal or designee may require substantiation by the physician of any illness.

Pregnancy and subsequent recovery shall be dealt with as any other illness with available sick leave applicable up to the first six weeks after the birth of a child. Additional sick leave may be used if substantiation by a physician states that additional medical recovery time is needed. After sick leave is fully utilized, unpaid leave may be used to complete the six-week leave after childbirth. Spouse, domestic partner/significant other is entitled to three days (3) of accumulated sick leave upon the birth of the child. This is in addition to leave already provided in the previous paragraph detailing hospitalization and/or constant care. Additional unpaid leave for both parents is available in accordance with the federal Family Medical Leave Act.

An Employee returning from any illness, irrespective of whether sick leave benefits were received by the Employee, may be required to furnish a medical doctor's certificate of health, prior to returning to work.

All sick leave entitlements shall terminate and/or be forfeited upon termination of employment for any reason, unless provided otherwise in this agreement.

B. TERMINATION PAY

Upon termination of employment for any reason, except dismissal, an Employee with fourteen (14) years or more of continuous service in the Solon Community School District shall be paid termination pay in an amount equal to one tenth (1/10) of the current substitute pay rate for every day accumulated unused sick leave.

TEMPORARY LEAVES OF ABSENCE ARTICLE VIII

A. LEAVES

1. Religious

Any Employee whose religious affiliation requires the observance of holidays, other than those scheduled in the school calendar shall be excused by the administration, provided the religious affiliation is a recognized religion and further more, no more than three (3) days may be used by the Employee per year, and with the provision that said days are to be made up, according to the principal, on days other than those on the regular school calendar.

2. Jury and Legal

Any Employees called for jury duty or to testify on behalf of the school district during school hours shall be provided such time. Any fees of remuneration the Employee receives during such leave shall be turned over to the Solon Community School system. An Employee subpoenaed to appear in court in any case in which the Employee does not stand to benefit shall be provided the same as jury duty. When an Employee is excused from jury service or witness service, either temporarily or permanently, on any work day, the Employee shall promptly report to his immediate supervisor and shall complete any remaining hours of work in the work day, if required.

3. Association

A total of six (6) days per year shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state

and national affiliated organization without a loss of pay. A total of six (6) days per year shall be available with administrative approval for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations provided the Association pays the school district for the cost of substitutes.

4. Adoption

In the case of adoption of a child, an Employee shall be granted up to five (5) days of leave with pay for the adoption procedure. An additional twenty-five (25) days shall be granted for the adoption of a pre-school age child, for a total of thirty (30) days.

5. Bereavement

When an Employee is absent from work due to a death in the Employee's immediate family and attends the funeral, the Board will pay the Employee the regular rate of pay up to three (3) business days. No payment shall be made for any part of the three (3) days which falls on Saturday, Sunday, paid holidays, or the Employee's vacation period or while the Employee is not scheduled to work. The Superintendent may grant an additional two (2) days with pay if travel or special circumstances indicate the need. The immediate family shall be construed to mean the Employee's wife, husband, sons, daughters, brothers, sisters, mother, mother-in-law, father, father-in-law, daughters-in-law, sons-in-law, sisters-in-law, brothers-in-law, grandparents, grandchildren, grandparents of spouse, step-relation in each of the foregoing designation and domestic partner/significant other (as defined in Sick Leave, Article VII-A).

Up to two (2) days of absence annually with full pay may be allowed to attend funerals of their relatives or close friends.

6. Personal Days

Two (2) days Personal Leave

At the beginning of each school year, an Employee shall be credited with two (2) days to be used for the Employee's personal business. A personal business day may be used for any purpose at the discretion of the Employee. An Employee planning to use a personal leave day shall notify his/her principal at least one (1) day in advance except in cases of emergency. There shall be a limit of three (3) personal days per building per day allowable except in the case of an emergency. A payment, equal to one day's substitute teacher pay, shall be made in June for each unused personal leave day, or the employee may elect to carry two days forward to the next year. An Employee may accumulate up to four unused personal days during the year, but in no event shall carry forward more than two days to the next year.

7. Professional Leave

Each Employee shall be eligible to make applications in writing to his/her Administrator for professional leave to observe instructional programs or to attend conferences, workshops, or seminars conducted by colleges, universities, educational institutions, or organizations. Employees will receive a written reply from the building administrator.

8. Other Leaves of Absence

At the sole discretion of the Superintendent, leaves in addition to that provided in other paragraphs of this Article, may be granted with or without pay for reasons deemed necessary and appropriate by the Superintendent. Applications for such leave must be made and approval by the school Superintendent must be secured in advance. The limitation of this type of leave shall be for two (2) years.

B. LIMITATION

Leave granted in sub-sections 1, 3, 6 and 8 of this Article must be used in no less than one-half (1/2) day increments.

EXTENDED LEAVES OF ABSENCE ARTICLE IX

A. PUBLIC OFFICE

A leave of absence without pay, not to exceed four (4) years shall be granted to any Employee, upon application, for the purpose of serving in an elected public office. Upon return from such leave, the Employee shall be placed at the position on the salary schedule as would have been attained had services been continuous. Fringe benefits will be available according to the currently effective Master Contract upon return.

B. EDUCATIONAL IMPROVEMENT

A leave of absence without pay of not less than one (1) semester or more than two (2) years shall be granted to any Employee for the total time of his/her current teaching contract. The leave must be taken in semester increments for the purpose of engaging in study at a accredited college or university. No more than one (1) Employee per educational unit may be on this leave at one time. Upon return from such leave, the Employee shall be placed on the step accrued at the time of the leave and on the lane on the salary schedule as he/she would have accrued at the time of their return of their leave. In the event that an Employee does not engage in educational improvements for which the leave was granted, the re-employment of said Employee shall be subject to the sole discretion of the Board.

C. TEMPORARY EMPLOYEES RECALL AND TRANSFER RIGHTS

A temporary Employee hired by the Board to fill a position created by the granting of a leave of absence to a regular Employee, shall be granted an interview for openings or transfer within the district, for which he/she is certified. However, this Employee shall not be entitled to provisions of Article 13, Staff Reduction Procedure.

D. EXTENDED LEAVE

The Employee on leave (one year or second semester) must notify the office of the Superintendent of Schools in writing by March 1 if he/she plans to return at the beginning of the next school year. If the Employee is on leave for the first semester only, he/she must notify the Superintendent of Schools in writing by November 1 if they plan to return for the second semester of the current school year.

E. OTHER LEAVES OF ABSENCE

At the sole discretion of the Superintendent, leaves in addition to that provided in other paragraphs of this Article, may be granted with or without pay for reasons deemed necessary and appropriate by the Superintendent. Applications for such leave must be made and approval by the school Superintendent must be secured in advance. The limitation of this type of leave shall be two (2) years.

**EMPLOYEE HOURS AND LOAD
ARTICLE X**

A. LENGTH OF EMPLOYEE CALENDAR

The employee calendar shall reflect the requirements for 180 student attendance days plus seven (7) staff development days.

The contract will be renegotiated if the Iowa Legislature requires additional staff development days.

B. EDUCATIONAL UNIT

For purpose of this contract an educational unit shall be defined as K-4 elementary unit, 5-8 middle school unit, and 9-12 high school unit.

C. WORK DAY

Length of Day

The total in-school work day shall consist of not more than eight (8) hours, included a thirty (30) minute duty free lunch period as provided in this Article. The maximum total in-school work day for part-time teachers shall be pro-rated from a full-time contract, with eight (8) hours per day equivalent to 100%.

Exclusive of the last teaching day of the school year and exclusive of the existence of an emergency condition, the Employee's day shall end at the close of the pupil's day on Fridays and on days preceding Employee's vacations or holidays.

The Board has the right to extend the working day beyond eight (8) hours for up to ten (10) calendar days to cover those activities when a teacher's presence is required beyond an eight (8) hour day. Services shall consist of, but not be limited to, such type activities as the following: open-house events, parent-teacher conferences, school board work sessions, in-service work not included in regular contract year, public programs, staffings, activity/athletic supervision and special committee work.

At the discretion of the building principal, Employees may be allowed to come late or leave early.

On early release inservice days teachers will work from 3:15 to 4:00 on self-directed professional activities.

D. TEACHING LOAD

1. Middle and High School

The teaching load in the middle and high schools shall not exceed twenty-six (26) hours of pupil contact per week.

2. Elementary School

The teaching load in the elementary shall not exceed twenty-six (26) hours of pupil contact per week.

3. Continuous Teaching in Middle School

Middle school employees shall not be required to teach continuously for more than four (4) periods with the understanding that the noon lunch period shall count as a break for the purpose of interpreting this paragraph.

4. Continuous Teaching in the High School

High school Employees shall not be required to teach continuously for more than two (2) blocks with the understanding that the noon lunch period shall count as a break for the purpose of interpreting this paragraph.

5. Part-Time Teachers

The maximum teaching load for part-time teachers shall be pro-rated from a full-time contract, with twenty-six (26) hours of pupil contact per week equivalent to 100%.

E. LUNCH PERIODS

1. Full-time Employees shall have a daily uninterrupted duty free lunch period of at least thirty (30) minutes, except in emergency situations. This shall not preclude any Employee from voluntarily electing to eat lunch with his/her students.

2. Full-time Employees may leave the building during their scheduled duty free lunch period provided they notify the office of their intent to leave.

F. PREPARATION TIMES

1. Grade Level

Full time classroom Employees shall, in addition to their lunch period, have scheduled daily preparation time during which they shall not be assigned to any other duties as follows:

a) Elementary School – two hundred (200) minutes per week

b) Middle School – Minimum of two hundred (200) minutes per week or five (5) class periods

c) High School – Minimum of two hundred (200) minutes per week

Part-time teachers shall have a minimum daily scheduled preparation time pro-rated from a full time contract, with two hundred (200) minutes per week equivalent to 100%.

2. The practice of using a regular Employee as a substitute shall only be applied when other substitutes are not available or in an emergency situation. Employees used as substitutes will be compensated at the substitute rate as defined in the Board of Education Policy 410.1 Substitute Teachers.
3. Employees may leave the building during their preparation time provided prior approval had been granted by the supervisor.

WAGES AND SALARIES

ARTICLE XI

A. SCHEDULES

The salary schedules for Employees are set forth in Appendixes 1 and 2 which are attached hereto and made a part thereof, except as modified or adjusted in the following paragraphs of the Article. The term "regular schedule" as used in this Article shall refer to the salary schedule in Appendix 1. The term "extra service schedule" as used in this Article shall mean the salary schedule in Appendix 2.

B. PLACEMENT

1. New Employees on Regular Schedule

a) Placement

Each new Employee shall be placed on his/her proper step on the regular salary schedule in accordance with paragraph b below.

b) Credit for Experience

Credits of up to the current maximum number of steps of any salary schedule may be given for previous outside experience in a duly accredited school upon initial employment and at the sole discretion of the Board with one hundred thirty-five (135) days equaling one year.

c) Probationary Period

The first three (3) years of consecutive employment in the district shall be probationary. Employees hired for or previously to the 1997-1998 school year will only be required to serve a two (2) year probationary period. The probationary period may be extended one (1) additional year with the mutual consent of the Board and the Employee.

The first year of employment in the District of an Employee who has previously served a probationary period in another school district shall be probationary. This probationary period for an Employee previously serving in another district may be waived, at the discretion of the Board. This probationary period may also be extended one (1)

additional year with the mutual consent of the Board and the Employee.

2. New Employees on Extra Service Schedule

a) Placement

Each new employee or newly appointed Employee to a given position, shall be placed on his/her proper step on the salary schedule in accordance with paragraph b below.

b) Credit for Experience

Credit of up to the current maximum number of steps on the extra service schedule may be given for previous outside experience in a duly accredited school upon initial employment and at the sole discretion of the Board with one hundred thirty-five (135) days equaling one year.

c) Probationary Period

The first two (2) years of consecutive employment in the district shall be probationary. This probationary period may be waived, at the discretion of the Board for an Employee who has previously served a probationary period in another school district. The probationary period may be extended one (1) year with the mutual consent of the Board and the Employee.

d) Extra Service Vacancies

The Board reserves the right to fill vacancies in extra service positions with qualified persons from outside the staff, if all qualified staff have an opportunity to apply for the positions.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Regular Schedule

Employees on the regular salary schedule may be granted one (1) increment or vertical step on the schedule for each satisfactory year of service until the maximum of their educational classification is reached. A year of service consists of employment in the Solon Community School District for a period of one hundred thirty-five (135) days or more within a normal school year.

2. Educational Lanes – Regular Schedule

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Employees who qualify shall move from one educational lane to another by filing original transcripts of acceptable additional educational credits no later than September 10 of the current school year with the office of the Superintendent. In order to advance on an educational lane, the employee must submit a "Notice of Intent" to move from one educational lane to another by June 1 prior to the school year in which the lane advancement takes place.

D. ADVANCEMENT ON EXTRA SERVICE SCHEDULE

Employees on the extra service schedule may be granted one (1) increment or step on the schedule for each satisfactory year of service until the maximum position is reached. A year of service shall be considered to be that period of time necessary to complete the extra service contract. An Employee may be denied longevity advancement on the salary schedule, or if on the top of the salary schedule, such Employee may be denied any salary increase, upon a showing that such Employee's performance has been significantly below that which may be reasonably expected of him/her.

Such Employee shall be advised in writing no later than March 1 of the recommendation to the Board to deny such advancement or salary increase. The Employee shall have the right to appear at the meeting at which the Board considers such recommendation and present information germane thereto, and may be accompanied at such meetings by a representative.

E. PART- TIME EMPLOYEES

Part-time employees will be paid a percentage of the salary specified by their placement on the regular salary schedule. This percentage will be used for the purpose of interpreting Article X. If the hours and load as described in Article X vary from semester to semester or quarter to quarter, salary will be determined by the average percentage for the year.

F. PAYDAY

The regular payday shall be the first (1st) day of each month. Should the first day of the month fall on a weekend or holiday, the payday shall be the first workday following the (1st) day of the month. Payment shall be by direct deposit unless employee elects payment by check. Employees shall receive payroll checks in 10 or 12 increments. The decision to receive payroll checks in 10 or 12 increments shall be made prior to August 25. No changes in the choice of payment increments may be made after this date.

G. SUMMER DRIVER EDUCATION

Summer driver education will be paid on a schedule derived from a percentage of the base salary as follows:

Step 0 .00082 x BA Base per hour
Step 1 .00083 x BA Base per hour
Step 2 .00084 x BA Base per hour
Step 3 .00085 x BA Base per hour
Step 4 .00086 x BA Base per hour
Step 5 .00087 x BA Base per hour

H. DETENTIONS

Teachers working Saturday detentions will be paid twenty-five (25) dollars for a one and a half hour session, and forty (40) dollars for a three hour session.

I. MENTOR PROGRAM

Monies received from the state for teacher mentoring will be paid to mentors and mentees unless directed otherwise by the state. Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the regular per diem rate.

**SUPPLEMENTAL PAY
ARTICLE XII**

A. USE OF PERSONAL VEHICLE

Employees who are required to use their personal vehicle in authorized and approved school business trips will be reimbursed at the state rate per mile. This, however, shall not preclude an Employee voluntarily accepting only the cost of the gasoline used during an authorized and approved trip. Employees can only be reimbursed for use of their personal vehicle if a school vehicle request has been denied.

B. ACTIVITY/ATHLETIC SUPERVISION

The principal may assign up to two evenings of activity supervision per teacher per year. Teachers wishing to volunteer for supervision of activities may substitute for other teachers on a voluntary basis. The employee will be compensated at a rate of \$10.00 per hour of supervision with increments of ½ hour.

C. BUS RIDING

An Employee riding a bus as a chaperone, shall be paid \$5.25 per hour for a minimum of four (4) hours. If the trip is over four hours, the Employee shall continue to be paid at the hourly rate of \$5.25 per hour.

D. ACTIVITY TICKETS

Employees shall receive a complimentary activity ticket to use for admittance to home events.

**STAFF REDUCTION
ARTICLE XIII**

A. Whenever a reduction in Employees is deemed necessary by the Board the procedures set forth in this Article shall be followed.

B. The Board, by April 30, shall determine the number of curricular teaching positions that must be reduced for the following year.

C. Employees in the curricular area affected and with the least seniority in the school district shall be laid off first.

“Curricular area” is defined to mean K-6 classroom teacher on the elementary level and the assigned subject matter areas (such as math, science, English, etc.) in grades 7-12. Employees teaching in guidance, instrumental music, vocal music, physical education, library, special education, and art shall be defined on basis of their certificate K-12 or K-9.

D. Employees will be recalled from layoff in the reverse order of their layoff for any position they are qualified to fill based on certification as required by the Board.

E. An Employee selected for recall will be informed by the Board of his/her re-employment in writing. Such written notice shall specify the position to which

the Employee is being recalled and date of such recall. Any such notice shall be mailed certified mail, returned receipt requested, to the last known address of the Employee in question as shown in the school district's records. Any such notice shall be considered received by the Employee on the date the return receipt is signed. It shall be the responsibility of each Employee on layoff to keep the Board advised of his/her current address. Within ten (10) calendar days after an Employee receives this notice of re-employment, he/she must advise the Board in writing that he/she accepts the position offered in such notice and he/she will be able to commence employment on the date specified in such notice. Any and all re-employment rights granted to an Employee on layoff shall terminate upon such Employee's failure to accept within the ten (10) calendar days. In the event the certified mail is returned undeliverable, the Employee's recall rights will terminate fifteen (15) days after the date of original mailing.

- F. Employees shall retain their rights to re-employment after layoff for a period of eighteen (18) months following the date of layoff.
- G. Employees recalled shall retain all accumulated leaves.

SENIORITY ARTICLE XIV

Seniority shall be district-wide, and, for all full time Employees, shall be computed from the date the Employee signed the individual contract.

For purpose of this paragraph, Employees who work more than half time, shall be considered full time.

The Employees who work half time or less, the date of signing the first contract shall not determine the seniority date but those Employees shall be given one half year credit for every year they have served 50% or less.

If two or more Employees have the same seniority date (or in the case of half time or less Employees, the same year of seniority), the relative order of seniority, for the purpose of this agreement, shall be determined by drawing lots.

This list will be available and posted for all Employees.

EMPLOYEE EVALUATION PROCEDURE ARTICLE XV

A. NOTIFICATION – ASSIGNED EMPLOYEES

Within nine (9) weeks after the beginning of each school term, the Administration shall acquaint each employee with the formal evaluation procedures. An Employee starting work after the beginning of the school year shall be notified of the formal evaluation procedures as soon as possible.

B. OBSERVATIONS AND PURPOSES

All formal evaluations of an Employee shall be conducted with the knowledge of the Employee. Nothing in this Article shall preclude the use of a formal Employee evaluation and response in dismissal proceedings.

C. REQUIRED OBSERVATION

Beginning Teacher/First Year to District: Evaluated as stated in Solon Community School District Board Policy and Iowa Administrative Code – School Rules of Iowa.

Career Teachers: Evaluated as stated in Solon Community School District Board Policy and Iowa Administrative Code – School Rules of Iowa.

D. PERFORMANCE REVIEW

During the school year of the teacher's performance review, the evaluator and teacher shall mutually agree upon dates for a pre-conference, observation and post-conference.

If the Employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objection shall be signed by both parties to indicate awareness of the content.

E. REPRESENTATION

The teacher may have a representative present at any meeting involving the performance review or other evaluation.

F. EVALUATION SUMMARY

Evaluative determinations (conclusions) shall accurately reflect the performance of the teacher. An Employee may file a grievance on an evaluation only if the overall evaluation is unsatisfactory. A grievance may be filed under Article V, Grievance Procedure, of this Master Contract.

G. EXTRA SERVICE EVALUATIONS

Evaluation of extra service duty performance shall consist of one (1) observation during the course of the extra service season and evaluation no later than twenty (20) working days after the end of the season.

H. EVALUATION PROCEDURE

This Article outlines a single method of formal teacher evaluation. Nothing in this Article is to preclude any other method of evaluation of teachers by any other means whatsoever as deemed appropriate by administration of the school district. However, if these other forms of evaluation are to be used in dismissal proceedings, the teacher shall be informed of the contents. Other forms of evaluation must take place during the performance of contracted duties.

I. PERSONNEL

Any complaints directed towards an Employee which are placed in his/her personnel file are to be promptly called to the Employee's attention in writing.

J. EVALUATION OF NEW PROFESSIONALS

All professional assistance and interaction, including written and oral comments, between the Instructional Mentor and the New Professional shall be confidential. If the Instructional

Mentor violates the confidentiality agreement, that mentor shall be removed from the program. The only exception to the confidentiality agreement shall be if the New Professional requests that information be shared with a third party when all parties are present.

Instructional Mentors shall not provide data or testimony, obtained during mentoring, in informal or formal evaluations related to job renewal, termination, arbitration, or licensure proceedings.

TRANSFER PROCEDURES ARTICLE XVI

The Board has a primary legal responsibility for providing an educational program for the students of the Solon Community School District. The Board has sole discretion in the recruitment, assignment, and transfer of Employees of the Solon Community School District. This exclusive Board right encompasses all grade, subject, activity, or school assignments, whether permanent or otherwise.

Changes in the assignment may be made at the initiative of the Solon School Board through its Superintendent of Schools or other administrative personnel at any time.

A. DEFINITIONS

The movement of an Employee to a different grade level, subject area, or building, shall be considered a transfer.

A vacancy shall be defined as that position that will remain unfilled after the Board has exercised its rights of transfer, reassignment and/or promotion of current Employees.

B. NOTIFICATION OF VACANCIES

1. Posting

The administration shall post in all school buildings a list of the anticipated vacancies which may occur during the school year and/or for the following school year as soon as the administration is sure of said vacancy.

2. Filing Requests

Employees who desire a change of grade and/or subject area assignment or desire to transfer to another building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject area to which the Employee desires to be assigned and the school or schools to which the Employee desires to be transferred, in order of preference. Such requests for transfer for the following year shall be submitted not later than May 1 and for the second semester such requests shall be submitted not later than December 1. Employee applications must be renewed annually to be considered.

A decision of the school administration shall be final and binding. However, the procedures followed may be grievable if not consistent with this Paragraph B sub paragraph 1 and 2.

C. INVOLUNTARY TRANSFERS

In the event that no Employees have voluntarily filed requests as per paragraph B-2 of this Article, it is understood that the Board has the authority to transfer Employees. Such involuntary transfer shall not be made for arbitrary and capricious reasons.

The following procedures shall apply:

1. Employees to be transferred shall be consulted privately by the administration and given the reasons in writing, for the transfer, prior to any final decision to affect it.
2. In the event of arbitration, the Arbitrator shall have no authority to reassign an Employee unless there has been a violation of this Paragraph C.

SAFETY PRECAUTIONS ARTICLE XVII

A. PROTECTIVE DEVICES

Such special clothing, equipment, and devices as may be needed by the Employee to perform assigned duties in a safe manner as determined by the administration shall be provided without a charge to the Employee.

B. PROTECTION OF EMPLOYEES, STUDENTS, AND PROPERTY

1. Unsafe and Hazardous Conditions

All Employees have the obligation to call attention to the administration any suspected unsafe or hazardous conditions.

2. Use of Reasonable Force

An Employee may, within the scope of his/her employment, use and apply such amount of force as is lawful and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of person or property.

3. Legal Action Against an Employee

Whenever any legal action is brought against an Employee resulting from the performance of assigned duties, the Board shall provide the Employee with defense and indemnification. This provision is further limited to civil actions which are within the scope of the Board's liability policy. There shall be an exclusion for an indemnification against the Employee for punitive or exemplary damages.

4. Assault of an Employee

- a) Legal Assistance

The Board shall give support including legal and other assistance for any assault upon the Employee while acting in the discharge of lawful duties.

b) Leave

There shall be up to three (3) additional days of sick leave granted for absences arising out of, or from, such assaults or injuries, at which time Worker's Compensation is expected to become effective.

5. Reporting Assaults

Employees shall immediately report cases of assault, suffered by them in connection with their employment, to their principal or other immediate supervisor and to the police.

6. Reporting of a Work Injury

Injuries/accidents that occur on school property or while on duty must be reported within 24 hours to the building principal. An accident report form must be completed and forwarded to the Central Office within 72 hours.

**DUES DEDUCTION
ARTICLE XVIII**

A. AUTHORIZATION

Any Employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues.

B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall pro-rate the deductions by the number of pay checks to be issued. Dues deduction authorization slips shall be in the hands of the business manager by August 25th. Should August 25th fall on a weekend the information will be due by the last work day prior to August 25th.

C. PRO-RATED DEDUCTIONS

Employees who begin employment after September shall have the opportunity to have dues deductions pro-rated on the basis of the remaining pay periods.

D. TERMINATION

Any Employee who terminates employment or stops due deductions authorization prior to the deduction total being met, shall notify the Association of those actions.

E. TRANSMISSION OF DUES

The Board shall transmit to the Association the total monthly deduction for the professional dues within ten (10) school days following each regular pay period and a listing of the Employees for whom deduction was made.

F. HOLD HARMLESS CLAUSE

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all Administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provision in the agreement between the parties of dues deduction.

WAIVER ARTICLE XIX

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Both parties, by mutual agreement, may modify and amend said Agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written, is binding.

COMPLIANCE CLAUSES AND DURATION ARTICLE XX

A. SEPARABILITY

If any provision of this Agreement or any application of the Agreement of any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting. All other provisions or applications shall continue in full force and effect.

B. PRINTING AGREEMENT

One hundred (100) copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all Employees and the Board shall provide the Association with fifteen (15) additional copies.

C. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by the Association, to the Board at the Superintendent's Office.
2. If by the Board, to the Association at the President's home address.

D. DURATION

This Agreement shall become effective July 1, 2007, and shall remain in full force and effect up to and including July 1, 2008. Moreover, this Agreement shall continue in full force and effect for one additional year, unless modified pursuant to written notice and delivery of all proposed changes in writing by the party giving said notice, which notice and proposed changes must be received by the opposing party no later than October 1, 2007.

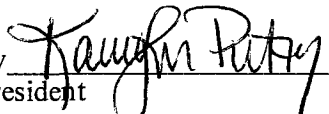
E. SPECIAL CONTRACT PROVISION

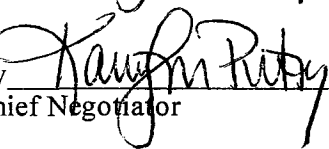
If an Employee's individual contract covering a given school year calls for the performance of any work beyond that regular school year, all work performed shall be compensated at the level in effect at the close of that regular school year and shall not be affected whatsoever by the execution subsequently of any collective bargaining agreement during the term of the extended contract.

F. SIGNATURE CLAUSE

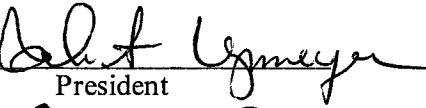
In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 9th day of May, 2007.


SOLON EDUCATION ASSOCIATION

By 
President

By 
Chief Negotiator

**SOLON BOARD OF
EDUCATION**

By 
President

By 
Chief Negotiator

**OLON COMMUNITY SCHOOL DISTRICT
2007-2008 SALARY SCHEDULE**

	BA	BA+12	BA+24	BA+36	MA	MA+15	MA+30
0	27,763	28,735	29,706	30,678	31,650	32,622	33,593
1	29,012	30,053	31,095	32,136	33,177	34,218	35,259
2	30,262	31,372	32,483	33,593	34,704	35,814	36,925
3	31,511	32,691	33,871	35,051	36,231	37,411	38,591
4	32,760	34,010	35,259	36,508	37,758	39,007	40,256
5	34,010	35,328	36,647	37,966	39,285	40,603	41,922
6	35,259	36,647	38,035	39,423	40,812	42,200	43,588
7	36,508	37,966	39,423	40,881	42,339	43,796	45,254
8	37,758	39,285	40,812	42,339	43,866	45,393	46,919
9	39,007	40,603	42,200	43,796	45,393	46,989	48,585
10	40,256	41,922	43,588	45,254	46,919	48,585	50,251
11	41,506	43,241	44,976	46,711	48,446	50,182	51,917
12	42,755	44,560	46,364	48,169	49,973	51,778	53,583
13	44,004	45,878	47,752	49,626	51,500	53,374	55,248
14	45,254	47,197	49,141	51,084	53,027	54,971	56,914
15	46,503	48,516	50,529	52,541	54,554	56,567	58,580
16	47,752	49,835	51,917	53,999	56,081	58,163	60,246
17	49,002	51,153	53,305	55,457	57,608	59,760	61,911
18	50,251	52,472	54,693	56,914	59,135	61,356	63,577
19	51,500	53,791	56,081	58,372	60,662	62,953	65,243
20	52,750	55,110	57,469	59,829	62,189	64,549	66,909

Placement on the salary schedule will be at a step no higher than current staff with similar education and experience

Beginning 2007-2008 there will be no lane advancements to the BA+36 lane

2007-2008 EXTRA SERVICE SCHEDULE*

	15%	12%	10%	7%	5%	3%	1%
0	3,825	3,060	2,550	1,785	1,275	765	255
1	3,978	3,182	2,652	1,856	1,326	796	265
2	4,131	3,305	2,754	1,928	1,377	826	275
3	4,284	3,427	2,856	1,999	1,428	857	286
4	4,437	3,550	2,958	2,071	1,479	887	296
5	4,590	3,672	3,060	2,142	1,530	918	306

**Extra Service Base Salary for 2007-2008 will be \$25,500*

GROUP I – 15%

Head Basketball
Head Football
Head Wrestling
Head Volleyball
Head Baseball
Head Soccer
Head Softball
Head Track
Sec. Instr Music
Sec. Vocal Music

GROUP II – 12%

Ass't Basketball
Ass't Football
Ass't Wrestling
Tech Technician (x2)
Head Cross Country
Ass't Baseball
Ass't Softball
Ass't Varsity Track
Ass't Volleyball
Ass't Soccer

GROUP III – 10%

Concession Stand
Yearbook
Boy's Golf
Girl's Golf
Freshman Sports
Ass't Cross Country

GROUP IV – 7%

Varsity Cheerleading
MS/JV Cheerleading
MS Sports
Dance
Drama
HS Spanish Club/Trip

GROUP V – 5%

Ass't MS Sports
Ass't Musical (Vocal)
Newspaper
Speech
MS Summer Band
HS Spanish Club/Trip

GROUP VI – 3%

Ass't Musical (Instr)
MS Mock Trial
Musical Tech Dir
MS Drama
MS Instr Music
Jr Class Sponsor (x2)
Mock Trial
Model House
Math Counts
Drama Tech
HS Art Club
MS Dance
MS Vocal Music
HS Science Fair

GROUP VII – 1%

Elementary Art Club
Senior Class Sponsor
HS Student Council

POSITIONS FILLED AT THE DISCRETION OF THE BOARD OF EDUCATION

INSURANCE CARRIERS

For information purposes only, the insurance carriers for various protections are herewith listed. This list is current as of the date of signing this contract, to which this Appendix is attached. The listing of these carriers does not imply that the selection of carriers is negotiable.

Health and Major Medical Wellmark Blue Cross & Blue Shield
Disability Assurant Benefits/Union Security
Life Insurance Wellmark Blue Cross & Blue Shield
Workers Compensation Employers Mutual Companies
Liability Employers Mutual Companies
Dental Blue Dental

Solon
FTE
85.25

6/27/07